Habitat for Humanity® of Hillsborough County Florida, Inc.

Volunteer Agreement, Release and Waiver of Liability

Minor Waiver Form

This Release and Waiver of Liability (the "Release") is executed on this day of 2018, by the "Volunteer", in favor of **Habitat for Humanity of Hillsborough County Florida, Inc.,** Habitat for Humanity International, Inc. and any other Habitat for Humanity affiliated organization, and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties without compensation and engage in the activities related to being a volunteer. I understand that my activities may include but are not limited to the following: working at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, or cities; consuming food available or provided; constructing and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

Release and Waiver. In consideration of and in order to be allowed to participate in the Activities, I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to personal injury, bodily injury, illness, property damage, loss or death, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct.

I understand and acknowledge that by signing this Release I knowingly assume the risk of injury, harm, damage and loss associated with the Activities. I also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.

I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of construction work, I understand that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.

Consent to Transportation and Medical Treatment. I consent to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the parent(s) having legal custody and/or the legal guardian(s) of the Volunteer also hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand and action whatsoever brought by such volunteer or on his/her behalf which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment as set forth in the Parental Authorization for Treatment of, and Travel With, a Minor Child.

Insurance. I understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage. I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical or other services obtained for me or my child. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

Confidentiality. I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

Photographic/Recording Release. I hereby grant and convey unto the Released Parties all right, title and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any

purpose and to any royalties, proceeds or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images and/or recordings, I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges or claims based on any right of publicity, privacy, ownership or any other rights arising, relating to or resulting from the photographs, images and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

Code of Conduct. When I accept a volunteer role with Habitat for Humanity, I are committing to act in a way that promotes Habitat's mission, respects the local community, and ensures the safety of all participants. In addition to complying with all laws, regulations and Habitat for Humanity policies, I understand that I am expected to follow the volunteer code of conduct outlined below.

1. **Promote a respectful community**: Treat all volunteers, employees and community members with respect, courtesy, and dignity. This includes avoiding the use of insensitive or offensive language. Volunteers are also expected to refrain from engaging in physical or emotional violence toward others. Another key way volunteers can promote a welcoming, respectful environment is to make efforts to understand and honor the local culture and by following all rules and policies set forth by a program staff member or supervising volunteer.
2. **Prioritize site safety**: Safety rules and guidelines on the volunteer site have been created to keep you and others safe as you volunteer and must be followed. Activities that pose a safety risk to yourself or others should be avoided. Report any unsafe working conditions to the onsite supervisor.
3. **Uphold a zero-tolerance policy for alcohol, drugs and weapons**: The purchase or possession of drugs or weapons is strictly prohibited on Habitat for Humanity property and volunteer sites. The purchase or possession of alcohol is also strictly prohibited on Habitat for Humanity volunteer sites, even if permitted by local laws or by the laws of the volunteer's home country.
4. **Model behavior that respects the human rights of all people and protects beneficiaries and children from exploitation and abuse.** Habitat for Humanity has adopted the standards established by the United Nations to respect the human rights of all people and especially beneficiaries and children. Help model acceptable behavior by making sure your actions reflect the standards Habitat for Humanity has adopted. Inappropriate physical or sexual relationships with other volunteers, staff, and community members should be avoided. And, at no time may volunteers engage in sexual activity with a child (a person under the age of 18 regardless of the legal age of consent) or any Habitat beneficiaries.
5. **Follow the gift giving policy**: To avoid potential misunderstandings, embarrassment, injured feelings or jealousy, volunteers are asked not to exchange gifts with Habitat beneficiaries, staff members or community members without consulting Habitat staff. Volunteers may speak with a staff member about appropriate ways to exchange gifts and our staff is happy to suggest gifts that will benefit the entire community.
6. **Safeguard ministry assets**: Use reasonable care to protect and safeguard all Habitat for Humanity assets. Stealing, misappropriation or diversion of Habitat for Humanity funds, property, or other assets for personal benefit is not permitted nor is otherwise engaging in fraudulent activity regarding Habitat for Humanity's assets, operations, or beneficiaries.

I acknowledge that I have read, understand and agree to be guided by the volunteer code of conduct. I understand that I can report violations of this volunteer code of conduct anonymously through www.mysafeworkplace.com. I understand that HFHI has the right to release me from my volunteer position at its discretion. I also understand that I am responsible for any costs that I may incur due to a violation of the code of conduct.

Other. I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release by a Released Party does not prevent the exercise of any other right.

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns and legal representative.

Please complete the information below fully and clearly.
All volunteers under the age of 18 must have a parent/guardian signature.

Signature: _____ **Date:** _____/_____/_____

Volunteer Name (print): _____

Address: _____ **City:** _____ **State, Zip:** _____

Phone: (Primary) _____ **(Alternative)** _____ **Date of Birth:** _____ **Age:** _____

Email: _____ **Group Affiliation:** _____

Emergency Contact Name: _____ **Relationship:** _____ **Phone:** _____

Parent/Guardian Signature: _____ **Date:** _____/_____/_____